

Bid Considerations for Contract Glazing Proposals

Today's business climate requires glazing subcontractors to take steps to reduce their agreements to writing, clarify those agreements and limit their exposure. The purpose of this document is to list optional inclusions, exclusions and qualifications for glazing subcontractors to consider adopting. This is not a comprehensive list; it is a tool to assist subcontractors in evaluating their bid proposals. Compare it to the standard boiler plate language attached to all bid proposals. If a glazing subcontractor does not have a standard list of conditions it attaches or includes on its bids, he/she should consider doing so. A list of conditions is not a guarantee of protection but it will establish a position describing the scope of the bid. Individual companies might have additional considerations above and beyond these. Consider what points you as a Subcontractor should adapt to your bid proposals and include as terms to a contract. In today's climate, do not assume anything unwritten is agreed upon or that details may be negotiated later.

1. Reference the project name and owner.
2. Reference the General Contractor (GC).
3. Reference the Bid Category.
4. Restate the scope of the Bid Category.
5. Qualify any exclusions or exceptions to the Bid Scope as described in the bidding documents or architectural drawings. (i.e., performance bonds)
6. Itemize changes to the scope that impact the Subcontractor's ability to perform.
7. List critical dates that must be met by the project management team to keep Division 8 on schedule.
8. List critical dates that the Subcontractor knows before bidding cannot be met.
9. List equipment needed to complete the project that are included or excluded from Subcontractor's bid.
10. List the material included in Subcontractor's quote by manufacturer and product name. (It is important to identify any known or potential substitutions of specified manufacturers.)
11. Identify any project specific custom extrusions to be utilized in the work.
12. List insurance specific issues (i.e., excessive limits, Owner-Controlled Insurance Program (OCIP) / Contract Controlled Insurance Program (CCIP), etc.).
13. Specify field labor as non-union, union (trades), prevailing wage, Davis Bacon.
14. List W/M/D/L BE participation.
15. Identify potential Leadership in Energy and Environmental Design (LEED) specific areas covered.
16. List taxes included / not included.
17. List the bonds that Subcontractor includes in the quote (and limitations for maintenance warranties covered by bonds).
18. List any deviation to the product performance values listed in the bidding documents.
19. List equipment required to complete the project that is required to be supplied by others (such as RELIABLE electrical power and material hoist (w/operator) to be supplied by the General Contractor).

20. List Subcontractor's expected means and timing for payment.
21. List the limitations to Subcontractor's insurance policy. (Subcontractor is held liable only for the scope of work listed in the bid and is not to be held responsible for litigation with unrelated trades - include subarea on mold insurance) List the limitations on (or exclude in their entirety) liquidated damages.
22. State that the timing and schedule of Subcontractor pay are not to be impeded by issues caused by unrelated trades.
23. Clarify and define project substantial completion. (Substantial completion of the project is achieved by the glazing contractor when the framing systems, infills, and perimeter sealants are installed at all areas available to the glazing contractor. Installation of interior or exterior battens and trims need not be installed to achieve substantial completion. Breakage replacements, incomplete areas due to changes by others, and hold-out areas need not be completed to achieve substantial completion.)
24. Note subcontractors general payment terms including payment for materials stored offsite.
25. Note any onsite handling and storage issues.
26. Note exclusions for materials protection and cleaning. (Exclude protection of stored and installed material. Exclude final cleaning.)
27. Require mediation and/or arbitration in the event of a pay dispute between the glazing subcontractor and the GC.
28. Include a requirement that all changes and adds be approved only with and pursuant to signed paperwork from the GC.
29. List a schedule of costs should conditions outside Subcontractor's control lead the GC to ask Subcontractor to work overtime add extra manpower or lose idle days.
30. Urge the GC/Construction Manager/Owner to hold a post-bid scope review meeting prior to awarding the contract to ensure all products, services, issues, etc. intended to be included in the bid specs are addressed by Subcontractor and other bidders.
31. Note that nothing in the Subcontract or in subsequent addenda negates the Subcontractor's rights to file on lien the private property or the public funds of the project.
32. Note the expiration date of Subcontractor's bid (typically 30 or 60 days).
33. Include any manufacturers' product warranty information as well as Subcontractor's workmanship warranty period and terms.
34. Clearly identify the allowable rough opening and structure tolerance the proposed window or curtain wall system(s) will accommodate. (American Concrete Institute (ACI) tolerances may not be stringent enough; review subcontractor's system carefully before agreeing to ACI tolerances.) Include a schedule of costs resulting from having to deal with out-of-tolerance rough openings, ie. special size or shaped frames, narrower/wider caulk joints, out-of-square frames or glass, etc.
35. Exclude Subcontractor's field measurements of openings or review of openings prior to fabrication and installation from the bid.
36. Exclude temporary enclosure and removal or reinstallation of temporary enclosures.
37. Clarify glazing contractors' onsite and offsite material storage and staging requirements.
38. Clarify and, if necessary, restate required procedures for payment for materials stored off site.
39. Note if energy calculations and requirements have or have not been received with the bid documents.
40. Clarify and confirm Subcontractor's air, water, structural and thermal rating for the specified frame and glass assemblies.
41. If Subcontractor has submitted energy calculations with the bid documents, note any differences between those calculations and its thermal ratings.

42. Reference the governing bid documents including architectural and structural documents, specification sections, addenda, Instructions to Bidders, etc.
43. Reference any catalog cuts, product information, proposal drawings, etc. included with bid.
44. Add a sentence discussing anchorage and embeds, addressing whether they are required, what type, who is to provide them, who is to install them, and whether embed installation is to be reviewed.

General Comments

- Depending on the complexity of the project and customization, product specific testing might be included in Subcontractor's bidding documents.
- The conditions included within the GC's contract with the Owner do not supersede the conditions of the Subcontractor's contract with the GC.
- "Pay When Paid" is a condition of the GC's contract with the Owner and not a condition of the Subcontractor's contract with the GC include all applicable overhead and profit in the progress payments.

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